

FMC Corporation

1735 Market Street

Philadelphia, Pennsylvania 19103

(215) 566-1000

September 3, 2003

Via Federal Express

Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423

RECORDATION NO. 19624-I FILED

SEP 08 '03 11-41 PM

SURFACE TRANSPORTATION BOARD



RE: Recordation of Railcar Equipment for FMC Corporation Railcar Trust 1995-2

Dear Mr. Williams:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), one (1) original and one (1) copy of a Lease Termination, Release of Lien and Bill of Sale, a secondary document as defined in the Board's Rules for the Recordation of Documents. The enclosed document relates to the Equipment Lease that was previously filed with the Board under Recordation Number 19624.

The names and addresses of the parties to the enclosed document are:

Lessor: Wells Fargo Northwest, National Association
299 South Main Street, 12th floor
Salt Lake City, UT 84111

Lessee: FMC Corporation
1735 Market Street
Phila., PA 19103

Indenture Trustee: BNY Midwest Trust Company
2 North LaSalle Street, Suite 1020
Chicago, IL 60602

A description of the railroad equipment covered by the enclosed document is one (1) ACF P4 car with car number AFSX 14034. The document pertains to a railcar that suffered a Casualty Loss as that term is defined in the Equipment Lease (1995-2).

I am also enclosing a check in the amount of \$30.00 payable to the Surface Transportation Board covering the required recordation fee. Please return one (1) stamped original of the enclosed document to Mr. James Tota of FMC Corporation. I have provided you with a self-addressed, postage-paid overnight envelope.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank J. McKeaney, Esq.', written in a cursive style.

Frank J. McKeaney, Esq.
Manager, Treasury Administration

Enclosures

FMC Corporation

1735 Market Street
Philadelphia Pennsylvania 19103
215 299 6000



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Indenture Trustee:	BNY Midwest Trust Company 2 North LaSalle Street, Suite 1020 Chicago, IL 60602

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A handwritten signature in dark ink, appearing to read "Frank J. McKeaney, Esq.".

Frank J. McKeaney, Esq.
Manager, Treasury Administration

Enclosures

RECORDATION NO. 19624-I FILED

EXECUTION COPY

SEP 08 '03 11:41 PM

SURFACE TRANSPORTATION BOARD

(FMC RAIL TRUST 1995-2)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of August 15, 2003

Among

FMC CORPORATION

As Lessee

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION

not in its individual capacity except as otherwise expressly provided
but solely as Owner Trustee/Lessor

and

BNY MIDWEST TRUST COMPANY,

as Indenture Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND, UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE TERMINATED EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement") dated as of August 15, 2003, among FMC CORPORATION, a Delaware corporation (the "Lessee"), WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (formerly known as First Security Bank, National Association), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and BNY MIDWEST TRUST COMPANY (successor to Harris Trust and Savings Bank), an Illinois trust company, as Indenture Trustee (the "Indenture Trustee").

WHEREAS, the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto heretofore entered into a certain Participation Agreement (1995-2), the Lessor and the Lessee have heretofore entered into a certain Lease Agreement (1995-2) and Indenture Trustee and the Owner Trustee have heretofore entered into a Trust Indenture and Security Agreement (1995-2), each dated as of September 15, 1995 (such documents referred to herein as the "Participation Agreement", the "Lease" and the "Indenture", respectively). (Capitalized terms used herein without definition shall have the respective meanings set forth in the Participation Agreement); and

WHEREAS, one (1) Item of Equipment has suffered an Event of Loss and the Lessee has elected not to replace such Item of Equipment and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such Items of Equipment under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Note for the Item of Equipment suffering an Event of Loss has been prepaid in accordance with the provisions of the agreements described above; and

WHEREAS, the Indenture provides for the transfer of all of the Indenture Trustee's right, title and interest in and to the Item of Equipment suffering an Event of Loss to the Owner Trustee and the release of such Item of Equipment from the Lien of Indenture, and the Lease provides for the termination of the Lease with respect to such Item of Equipment and the transfer of the Lessor's right, title and interest in and all other amounts payable applicable to such Item of Equipment and needed to effect a partial prepayment of the Equipment Notes related thereto.

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. The Lien of the Indenture with respect to the Item of Equipment listed on Exhibit A attached hereto and incorporated herein by this reference (the "Terminated Equipment") is hereby released and canceled and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Owner Trustee all of its right, title and interest in and to the Terminated Equipment, free and clear of all liens, security interests and other encumbrances created in or retained by it under the Indenture, to have and to hold all and singular the Terminated Equipment unto the Owner Trustee, its successors and assigns forever.

2. The Lease is hereby terminated and canceled with respect to the Terminated Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee, all of its right, title and interest in and to the Terminated Equipment, "as is, where is," free and clear of all right, title and interest of Lessor, or any Affiliate thereof, and Lessor's Liens, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

3. Except as amended hereby, the Lease and the Indenture are hereby confirmed and ratified and shall continue in full force and effect.

4. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

5. This Agreement shall be filed with the Surface Transportation Board and, upon such filing, each of the documents described in Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

FMC CORPORATION,
as Lessee

By: 

Name: Thomas C. Deas, Jr.
Title: Vice President & Treasurer

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity except otherwise expressly
provided, but solely as Owner Trustee, Lessor

By: _____
Name: _____
Title: _____

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: D. G. Donovan
Title: Assistant Vice President

State of Pennsylvania)
)
County of Philadelphia) ss

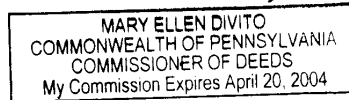
On this 25th day of August, 2003, before me, a notary public, personally appeared Thomas C. Deas, Jr., to me personally known, who being by me duly sworn says that he is the Vice President and Treasurer of FMC CORPORATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Mary Ellen Divito
Notary Public COMMISSIONER OF DEEDS

My Commission Expires: Apr. 20, 2004

State of)
)
County of) ss



On this ____ day of _____, 2003, before me, a notary public, personally appeared _____ to me personally known, who being by me duly sworn says that he or she is the _____ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this ____ day of _____, 2003, before me, a notary public, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn says that he is the Assistant Vice President of BNY MIDWEST TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

3. Except as amended hereby, the Lease and the Indenture are hereby confirmed and ratified and shall continue in full force and effect.

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IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

FMC CORPORATION,
as Lessee

By: _____
Name: Thomas C. Deas, Jr.
Title: Vice President & Treasurer

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity except otherwise expressly
provided, but solely as Owner Trustee, Lessor

By: 
Name: KRYSTAL BAGSHAW
Title: TRUST OFFICER

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: D. G. Donovan
Title: Assistant Vice President

State of Pennsylvania)
)
County of Philadelphia) SS

On this ____ day of _____, 2003, before me, a notary public, personally appeared Thomas C. Deas, Jr., to me personally known, who being by me duly sworn says that he is the Vice President and Treasurer of FMC CORPORATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

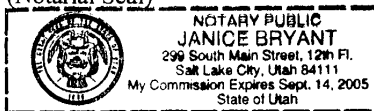
Notary Public

My Commission Expires:

State of Utah)
)
County of Salt Lake) SS

On this 15 day of August, 2003, before me, a notary public, personally appeared Krystal Bagshaw personally known, who being by me duly sworn says that he or she is the TRUST OFFICER of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



[Signature]
Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) SS

On this ____ day of _____, 2003, before me, a notary public, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn says that he is the Assistant Vice President of BNY MIDWEST TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

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FMC CORPORATION,
as Lessee

By: _____
Name: Thomas C. Deas, Jr.
Title: Vice President & Treasurer

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity except otherwise expressly
provided, but solely as Owner Trustee, Lessor

By: _____
Name: _____
Title: _____

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: 
Name: D. G. Donovan
Title: Assistant Vice President

State of Pennsylvania)
) ss
County of Philadelphia)

On this ____ day of _____, 2003, before me, a notary public, personally appeared Thomas C. Deas, Jr., to me personally known, who being by me duly sworn says that he is the Vice President and Treasurer of FMC CORPORATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of)
) ss
County of)

On this ____ day of _____, 2003, before me, a notary public, personally appeared _____ to me personally known, who being by me duly sworn says that he or she is the _____ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Illinois)
) ss
County of Cook)

On this 14th day of August, 2003, before me, a notary public, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn says that he is the Assistant Vice President of BNY MIDWEST TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

K. Gibson
Notary Public

My Commission Expires: 7/8/06

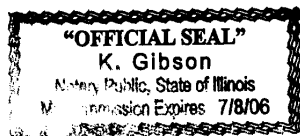


Exhibit A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
P4 Tank Car	1	AFSX14034

Exhibit B

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
Equipment Lease	9/15/95	19624
Equipment Lease Supplement #1	9/15/95	19624-B
Trust Indenture and Security Agreement	9/15/95	19624-A
Trust Indenture and Security Agreement Supplement #1	9/15/95	19624-C
Bill of Sale	9/15/95	19624-D
Equipment Lease Supplement #2	12/29/95	19624-E
Trust Indenture and Security Agreement Supplement #2	12/29/95	19624-F
Bill of Sale	12/29/95	19624-G
Assignment and Assumption Agreement	4/18/00	19624-H